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12/01/2006

## SITE LEASE

Lease # 765

THIS AGREEMENT made this \_\_\_ day of December, 2006, between **POTLATCH FOREST PRODUCTS CORPORATION**, a Delaware corporation, party of the first part, hereinafter called the "Lessor," and **RON ASBURY**, party of the second part, hereinafter called the "Lessee,"

WITNESSETH, That,

Lessor, in consideration of the payments and agreements hereinafter stated, does hereby lease unto the Lessee, for the sole purpose of use of the cabin sites that certain real property described in Exhibit "A" attached hereto. It is understood and agreed:

Lessor:

- (1) Its successors, contractors and assigns, may cause to be logged the leased lands, or parts thereof, or the lands in the general vicinity. The use to which the Lessee puts the lease land shall in no way interfere with said logging operations.
- (2) Will not be liable for fences destroyed or other damage or injury resulting from such logging operations.
- (3) Reserves the right to construct or cause to be constructed any roads or anything else necessary to the operation of its business, at any time or place, and to otherwise use and occupy the demised.
- (4) Specifically reserves from this lease all timber.
- (5) By its agents, shall have the right to enter upon said land at all times for the purpose of inspecting Lessee's operation.

Lessee agrees:

- (1) To use the demised premises in such manner as to insure the protection and propagation of seedlings, reproduction, timber, soil, and water value.
- (2) To do everything in its power to prevent and suppress fires on or in the vicinity of the demised premises, and to immediately notify the State Fire Warden of any fires occurring thereon, and to comply with all rules and regulations and statutes of any governmental agency concerning fire regulation and control.
- (3) To maintain the improvements upon the above described premises in good condition and to maintain the premises in a safe, sanitary and clean condition.
- (4) Not to place any improvements thereon or to make any alterations in or upon improvements thereon without the prior written consent of the Lessor first being had and

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obtained.

- (5) Not to permit the premises to be used for any unlawful purpose.
- (6) To at all times indemnify and save the lessor harmless from any liability for injury to person or persons occurring in connection with or incident to the Lessee's possession of the above described property. To hold and save Lessor harmless from any and all claims of liability arising out of the lessee's use of the demised property.
- (7) To pay all charges for electrical current, water, fuel, gas, garbage, sewer, and other charges for materials and services used by Lessee on the demised premises.
- (8) To pay all real or personal property taxes associated with the improvements located upon the above described premises.
- (9) At the expiration of the term of this lease, Lessee promises to surrender and give up the said premises to the Lessor, its successors or assigns, and failing so to do, said Lessor, its successors or assigns, may re-enter and take possession of said premises and property without any formal proceedings, either of law or at equity.
- (10) If the premises above described, or any part hereof, shall be left after termination of Lease in such condition that causes Potlatch Forest Products Corporation to send in maintenance crew to clean same, such work shall be paid by the Lessee.
- (11) Lessee agrees to remove within sixty (60) days of termination hereof any of Lessee's personal property situate upon the above described leased premises. As to any such property not so removed within said period of time, all right, title and interest of the Lessee shall terminate and such property shall become the property of the Lessor.
- (12) Lessee will neither assign this lease or any interest therein or sublet the premises or any part thereof without written permission from the Lessor. Lessee shall not permit the use of said premises by other parties, Whether such use is by formal agreement with a third party or otherwise, without written permission from the Lessor.
- (13) At the termination of this lease, for whatever reason and at Lessee's expense, the cabin and all other improvements will be removed from the site as directed by Potlatch Forest Products Corporation's Representative-in-Charge and all disturbed areas will be grass seeded.
- (14) Lessee agrees to remove all garbage and waste from the site on a monthly basis. Disposal of the materials will be at an approved solid waste disposal site.
- (15) Construction, maintenance and use of all sanitary facilities will be in compliance with Idaho Department of Health Rules and Regulations.

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(16). Construction, maintenance and use of all water systems will be in compliance with Idaho Department of Health Rules and Regulations.

(17) Not to place or allow salt licks or bait of any type to attract wildlife to be placed on or near the leased premises. This prohibition includes but is not limited to grain, salt in any form (Liquid or solid) and liquid scents.

It is mutually understood and agreed:

(1) The lands covered by this lease shall be open to hunting, fishing and other recreation. None of these lands belonging to the Lessor will be posed as to no hunting, no trespassing, etc., unless permission is given in writing by the Lessor.

(2) In the event the Lessee fails to perform any of the agreements herein contained, Lessor may give notice of such default to the Lessee and require performance of Lessee to be made within thirty (30) days of the date of mailing of said notice, and if the default is not corrected within said thirty-day period, this lease shall be terminated. Lessor may at any time terminate this lease for any reason without fault on the part of lessee upon giving thirty (30) days written notice of such termination to Lessee.

(3) In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this agreement, or attempting to enforce any right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable, in such suit or proceeding, for attorney's fees for such prevailing party.

(4) This Lease shall be subject to all the provisions included in Exhibit "A" and "B" which are made a part hereof by this reference.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year in this Lease first above written.

POTLATCH FOREST PRODUCTS CORPORATION

  
Michael R. McAllister  
Regional Log Marketing Manager

LESSEE

  
Ron Asbury

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TRAILER SITE LEASE  
EXHIBIT "A"

ADDRESS AND TELEPHONE NUMBERS OF PARTIES FOR NOTICE:

LESSOR: POTLATCH FOREST PRODUCTS CORPORATION

c/o Land Department  
P.O. Box 1388  
Lewiston, ID 83501

Phone # (208) 799-1706

LESSEE: Ron Asbury  
320 E. Meadowhurst  
St. Maries, Idaho 83861

Phone #: (208) 245-3632

TERM: This lease is for a 2 year term, commencing on the date of execution and expiring on December 31, 2008.

RENTAL: Lessee promises and agrees to pay a yearly cash rental of Three Hundred Dollars (\$300.00) and payment of annual Avery Sewer charges for 5 hook ups of Six Hundred Dollars (\$600.00), for a total of Nine Hundred Dollars (\$900.00), payable in advance on the date of execution and on the first day of November thereafter. Rental fee and Sewer Charges are subject to adjustment with a thirty (30) day written notification.

LEGAL DESCRIPTION: That portion of Potlatch Forest Products Corporation's Avery Landing located in Government Lot 1 and 2 of Section 16, Township 45 North, Range 5 East, Boise Meridian, Shoshone County, State of Idaho and being more particularly shown on Exhibit "B" attached hereto and made a part hereof.

**SITE ONLY.**

# Exhibit B

Township 45 North

Range 5 East

Asbury Avery Lease  
Area

450822525

## Legend

Quincas

Rogers

Class 1 System

Class 2 System

roads

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